

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

WHIRLPOOL CORPORATION,

Plaintiff,

v.

BRAUCHLA TV, INC. d/b/a
BRAUCHLA TV & APPLIANCE

Defendant.

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Civil Action No. 2:15-cv-2068

CONSENT JUDGMENT AND PERMANENT INJUNCTION

This matter comes before the Court on the joint motion of Plaintiff Whirlpool Corporation (“Whirlpool”) and Defendant Brauchla TV, Inc. d/b/a Brauchla TV & Appliance (“Defendant”) (Dkt. No. 4).

WHEREAS, this Consent Judgment and Permanent Injunction concerns the patent infringement claim between Whirlpool and Defendant in this Civil Action No. 2:15-cv-2068 (referred herein to as the “Litigation”); and

WHEREAS, Whirlpool and Defendant request this Consent Judgment and Permanent Injunction be entered in the above-captioned case; and

WHEREAS, Whirlpool owns United States Patent No. 7,000,894 (“the ‘894 patent”); and

WHEREAS, Defendant has offered for sale and sold replacement water filters bearing model nos. RFC1700A and RFC0800A as shown in Exhibit A hereto; and

WHEREAS, in the Litigation, Whirlpool alleged that Defendant infringed at least claims 1 and 4 of the '894 patent under 35 U.S.C. § 271 by virtue of Defendant's offer for sale and sale of the replacement water filters shown in Exhibit A; and

WHEREAS, in the Litigation, Whirlpool alleged it would be irreparably harmed if Defendant is not enjoined from infringing the '894 patent; and

WHEREAS, in the Litigation, Whirlpool requested that this Court enter a permanent injunction enjoining Defendant from infringing the '894 patent; and

WHEREAS, Whirlpool and Defendant have reached an agreement to finally settle the Litigation as set forth in this Consent Judgment and Permanent Injunction and a separate Settlement Agreement which is contemporaneously and separately being executed; and

WHEREAS, Whirlpool and Defendant each acknowledge this Court has subject matter jurisdiction and, further, consent to personal jurisdiction in the Eastern District of Texas in this proceeding and for purposes of enforcing the Settlement Agreement in the future.

IT IS HEREBY ORDERED as follows:


1. This Court has jurisdiction over Whirlpool, Defendant and the subject matter of this Litigation.
2. Whirlpool has ownership and standing to sue for infringement of the '894 patent.
3. The '894 patent claims are enforceable and not invalid.
4. Defendant's offer for sale and sale of the replacement water filters as shown in Exhibit A constitutes infringement of at least claims 1 and 4 of the '894 patent.
5. Defendant, its officers, agents, servants, employees, associates, attorneys and other persons who are in active concert or participation therewith are hereby permanently enjoined as of the date hereof from infringing the '894 patent by the manufacture, use, offer to

sell, sale, importation, or distribution of the products identified in Exhibit A or any colorable variations thereof that also infringe the '894 patent.

6. Each party shall bear its own costs and attorneys' fees.

7. This Court shall retain jurisdiction over Whirlpool and Defendant for the purpose of enforcing the terms of this Consent Judgment and Permanent Injunction and over any matters related to or arising from the interpretation or enforcement of the Settlement Agreement.

So ORDERED and SIGNED this 27th day of January, 2016.



RODNEY GILSTRAP
UNITED STATES DISTRICT JUDGE

APPROVED AND AGREED TO:

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RFC1700A

EXHIBIT

Consent Judgment Exhibit A



RFC0800A

